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Attorneys for Plaintiff  
RICHARD TRAVERSO

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

RICHARD TRAVERSO,

Plaintiff,

vs.

CLEAR CHANNEL OUTDOOR, INC.; and  
DOES 1 through 10, inclusive,

Defendants.

Case No. C07-3629 MJJ

**PLAINTIFF'S INITIAL DISCLOSURES**

Action Removed: July 13, 2007  
Trial Date: None

Pursuant to Federal Rule of Civil Procedure 26(a)(1), Plaintiff RICHARD TRAVERSO ("Traverso") makes the following initial disclosures. Traverso makes these disclosures based on the information reasonably available to him and reserves the right to supplement these disclosures upon discovery of new and/or different information.

**A. Individuals Likely to Have Discoverable Information**

Traverso discloses the following individuals likely to have discoverable information that he may use to support his claims and defenses, unless solely for impeachment:

1. Richard Traverso, who may be contacted through his attorney of record, who will testify regarding the lease in general, its assignment, and its termination.

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2. Any and all individuals identified by Defendant CLEAR CHANNEL OUTDOOR, INC. ("Clear Channel") in its initial disclosures.

**B. Documents, Electronically Stored Information, and Tangible Things**

Traverso discloses the following categories of documents, electronically stored information, and tangible things in his possession, custody, and/or control that he may use to support his claims or defenses, unless solely for impeachment:

1. The premises.
2. The lease and all amendments thereto including assignments.
3. Correspondence by and between Traverso and Clear Channel, and their predecessors in interest, concerning the premises, the lease, and amendments thereto including assignments.

**C. Computation of Damages**

Traverso is claiming damages in an amount which equals or exceeds \$30,000 per month.

**D. Insurance Agreements**

Traverso is unaware of any insurance agreements responsive to this disclosure.

Dated: December 18, 2007

**WENDEL, ROSEN, BLACK & DEAN LLP**

By: /s/ Richard Sipos  
Richard A. Sipos  
Attorneys for Plaintiff  
RICHARD TRAVERSO